

PROTECTIVE COVENANTS
COVERING
COLUMBIA VIEW TERRACES, DOUGLAS, COUNTY, WASHINGTON
AUDITOR'S FILE NO. 123559

THAT ROBERT W. GILBERT AND IMOGENE GILBERT, HIS WIFE, BEING THE OWNERS OF THE SOUTH 67 FEET OF LOT 6, EXCEPT THE EAST 150 FEET THEREOF, AND EXCEPT THE WEST 10 FEET THEREOF AND ALL OF LOTS 11 AND 22, ALL IN EAST WENATCHEE LAND COMPANY'S PLAT OF SECTION 2, TOWNSHIP 22 NORTH, RANGE 20, E.W.M., THE SAME BEING THE REAL PROPERTY TO BE DULY PLATTED AS COLUMBIA VIEW TERRACES, DOUGLAS COUNTY, WASHINGTON, HEREBY MAKE THE FOLLOWING DECLARATIONS AS TO THE LIMITATIONS, RESTRICTIONS AND USES TO WHICH LOTS CONSTITUTING SAID PLAT MAY BE PUT, HEREBY SPECIFYING THAT SAID DECLARATIONS SHALL CONSTITUTE COVENANTS TO RUN WITH ALL OF THE LAND AS PROVIDED BY LAW, AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR THE BENEFIT OF AND LIMITATIONS UPON ALL FUTURE OWNERS IN SAID ADDITION, THIS DECLARATION OF RESTRICTIONS BEING DESIGNED FOR THE PURPOSE OF KEEPING SAID PLAT DESIRABLE, UNIFORM AND SUITABLE IN ARCHITECTURAL DESIGN AND USES AS HEREIN SEPCIFIED.

LAND USE AND BUILDING TYPE:

NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDINGS SHALL BE ERECTED, ALTERED OR PERMITTED TO REMAIN ON ANY LOT OTHER THEN ONE DETACHED, SINGLE FAMILY DWELLING NOT TO EXCEED 18 FEET IN TOTAL HEIGHT FROM THE GROUND LEVEL ON THE UPPER OR UPHILL SIDE OF THE STRUCTURE AND A PRIVATE GARAGE ATTACHED OR DETACHED.

DWELLING COST, QUALITY AND SIZE:

MINIMUM COST FOR ANY DWELLING AND THE MINIMUM SIZE FOR ANY DWELLING SHALL BE ACCORDING TO FOLLOWING SCHEDULE:

BLOCKS 1 AND 2 ---MINIMUM COST - \$19,000.00 --- MINIMUM SIZE -- 1,500 SQUARE FEET
BLOCKS 3 AND 4 ---MINIMUM COST - \$15,000.00 --- MINIMUM SIZE -- 1,200 SQUARE FEET
BLOCKS 5 AND 6 ---MINIMUM COST - \$12,000.00 --- MINIMUM SIZE -- 1,000 SQUARE FEET

AND NO DWELLING SHALL BE PERMITTED ON ANY LOT FOR A COST LESS THAN STATED IN THE ABOVE SCHEDULES, FOR THAT PARTICULAR LOT, SAID COST BEING BASED UPON COST LEVELS PREVAILING ON THE DATE OF THESE COVENANTS, TO ASSURE THAT ALL DWELLINGS SHALL BE OF A QUALITY OF WORKMANSHIP AND MATERIALS SUBSTANTIALLY THE SAME OR BETTER THAN THAT WHICH CAN BE PRODUCED ON THE DATE THESE COVENANTS ARE MADE AT THE MINIMUM COST STATED HEREIN FOR THE MINIMUM PERMITTED DWELLING SIZE STATED HEREIN. THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND/OR GARAGES, SHALL BE NOT LESS THAN ABOVE STATED.

BUILDING LOCATION:

NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 25 FEET TO THE FRONT OR STREET SIDE OF SAID LOT, NOR NEARER THAN 10 FEET TO ANY SIDE LINE NOR NEARER THAN 20 FEET TO ANY REAR LOT LINE. NO DWELLING SHALL BE PERMITTED TO EMBRACE MORE THAN ONE LOT, UNLESS THE SAID DWELLING SHALL HAVE AN AREA OF NOT LESS THAN 2,000 SQUARE FEET, EXCLUSIVE OF ONE STORY OPEN PORCHES AND/OR GARAGES.

LOT AREA AND WIDTH:

NO LOT SHALL BE SUBDIVIDED IN SMALLER LOTS, NOR SHALL MORE THAN ONE SINGLE FAMILY DWELLING UNIT BE BUILT UPON ANY ONE LOT.

FENCES, HEDGES & MASS PLANTINGS:

NO FENCE SHALL BE ERECTED OR MAINTAINED ON ANY LOT WHICH IS IN EXCESS OF 6 FEET IN HEIGHT ABOVE THE GROUND LEVEL, AND NO FENCE, WALL HEDGE OR MASS PLANTING, OTHER THEN FOUNDATION PLANTINGS, SHALL BE PERMITTED BETWEEN THE STREET LINE AND MINIMUM SETBACK LINE OF ANY BUILDING.

NUISANCES:

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANY THING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

GARGAGE & REFUSE DISPOSAL:

NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS UNTIL SUCH TIME AS SAID TRASH, GARBAGE OR OTHER WASTER SHALL BE PROPERLY REMOVED OR DESTROYED.

SEPTIC TANKS:

THEY SHALL BE CONSTRUCTED OF FOR EACH DWELLING HOUSE HEREIN PROVIDED FOR AN PROPERLY MAINTAINED, ADEQUATE SEPTIC TANKS, DRAIN FIELDS, AND WATER SUPPLY SEWAGE DISPOSAL PURPOSES.

TEMPORARY STRUCTURES:

NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, BARN OR OTHER OUTBUILDINGS SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE.

COMMENCEMENT OF CONSTRUCTION:

CONSTRUCTION OF A PROPOSED DWELLING HOUSE SHALL COMMENCE WITHIN 18 MONTHS AFTER THE THEN OWNER OF LOT ACQUIRED TITLE TO SAME.

COMPLETION:

WORK OR CONSTRUCTION OF ALL DWELLING OR STRUCTURES ERECTED OR PLACED ON ANY LOTS OF THIS PLAT SHALL BE PROSECUTED DILIGENTLY AND CONTINUOUSLY FROM THE COMMENCEMENT OF THE CONSTRUCTION, AND EXTERIOR WALLS, SIDING AND PAINTING THEREON SHALL BE COMPLETED WITHIN A PERIOD NOT TO EXCEED 12 MONTH FROM SAID COMMENCEMENT OF CONSTRUCTION.

IRRIGATION WATER SYSTEM:

THERE IS NOW INSTALLED AND IN OPERATION CONDITIONS, AN UNDERGROUND IRRIGATION SYSTEM, CONSISTING OF A STEEL PIPELINE RUNNING FROM THE WENATCHEE RECLAMATION DISTRICT CANAL TO THE SAID PLAT, WITH DISTRIBUTION LINES TO ALL PARTS OF SAID PLAT, SAID IRRIGATION SYSTEM BEING OWNED BY GRANTORS.

EASEMENTS:

SAID IRRIGATION SYSTEM IS HEREBY DECLARED TO BE DOMINANT TO ALL LOTS OF SAID PLAT, AND ADJACENT OWNERS SHALL HAVE RIGHT TO INSTALL AND MAINTAIN THE NECESSARY PIPELINES OVER ANY LOT, PROVIDED THAT SAID NECESSARY PIPELINE DOES NOT INTERFERE WITH ANY EXISTING PIPELINE, FENCE OR STRUCTURE, AND PROVIDED FURTHER, THAT ANY SAID ADJACENT OWNER ASSERTING SUCH RIGHT SHALL BE RESPONSIBLE FOR THE REPLACEMENT AND PROPER ORDER OF ANY SOD, SHRUB, PLANT, TREE OR OTHER ITEM DISPLACED IN ANY MANNER IN INSTALLING SAID PIPELINE. IT'S THE INTENT HEREIN TO CREATE AN EASEMENT OVER EACH AND EVERY SAID LOT IN SAID PLAT, IN FAVOR OF EACH AND EVERY OWNER, BEING MINDFUL AT ALL TIMES OF RIGHTS OF OWNERS OF SAID LOTS OVER WHICH SAID EASEMENTS ARE BEING ASSERTED.

VESTED INTEREST:

THE DEED TO EACH AND EVERY LOT IN SAID PLAT SHALL CONVEY WITH THE LAND A PROPORTIONATE SHARE OF IRRIGATION WATER IN WENATCHEE RECLAMATION DISTRICT, SAID PROPORTIONATE SHARE TO BE BASED UPON ONE FULL SHARE OF IRRIGATION WATER PER ACRE. THERE IS HEREBY VESTED IN EACH LOT IN SAID PLAT TITLE TO AN UNDIVIDED 1/72ND INTEREST IN SAID IRRIGATION SYSTEM AS DEFINED HEREIN, AND NOT INCLUDING ANY LINES, INSTALLED BY ANY OWNERS OF SAID LOTS SINGULARLY, SAID INTEREST SHALL NOT BE SEVERABLE FROM SAID LOTS, BUT SHALL PASS ONLY BY DEED TO SAID LOT, AND BEING SO VESTED SHALL NOT BE RESERVED, BUT SHALL PASS WITHOUT REFERENCE. HAVING A VESTED INTEREST IN SAID IRRIGATION SYSTEM. EACH LOT SHALL BE ENTITLED TO USE OF SAID SYSTEM FOR DELIVERY OF WATER TO SAID LOT.

MAINTENANCE AND OPERATION:

OWNERS OF SAID SYSTEMS SHALL ASSOCIATE THEMSELVES FOR THE PURPOSE OF MAINTAINING AND OPERATING SAID SYSTEM, EACH 1/72ND INTEREST BEING ENTITLED TO ONE VOTE, AND SHALL MAINTAIN SAID SYSTEM IN PROPER WORKING ORDER AT ALL TIMES. SAID MAINTANANCE TO INCLUDE, BUT SHALL NOT BE LIMITED TO ALL NECESSARY REPAIRS, REPLACEMENTS AND COSTS OF OPERATION.

ENFORCEMENT: THERE IS HEREBY IMPOSED UPON THE LAND AND EVERY PARCEL AND LOT THEREOF WHICH INTEREST IN SAID SYSTEM IS VESTED, A RIGHT OF LIEN FOR THE PAYMENT OF THE PROPORTIONATE SHARE OF COST INCURRED IN THE OPERATION AND/OR MAINTENANCE OF SAID SYSTEM, PROVIDED THAT NO LINE SHALL EXIST UNLESS THE ADMINISTRATION HEREINAFTER PROVIDED FOR SHALL FILE A NOTICE OF CLAIM OF LIEN IN THE OFFICE OF THE AUDITOR OF DOUGLAS COUNTY IN WHICH LABOR AND MATERIAL LIENS ARE FILED, AND PROVIDED FURTHER THAT NO LIENS SHALL ATTACHE PRIOR TO DATE OF FILING OF SUCH NOTICE..

PAYMENT:

EACH OWNER OF SAID SYSTEM SHALL PAY HIS PROPORTIONATE SHARE OF SAID OPERATION AND/OR MAINTENANCE, WITHIN 10 DAYS AFTER THE SAME IS INCURRED. NON-PAYMENT OF ANY SUCH BILL SHALL GIVE THE ADMINISTRATION HEREINAFTER PROVIDED FOR, THE RIGHT TO DISCONTINUE SERVICE TO ANY NON-PAYING PROPERTY HOLDER.

ADMINISTRATION:

OWNERS OF SAID SYSTEM IN THEIR ASSOCIATION, SHALL MEET FROM TIME TO TIME, SHALL BY MAJORITY VOTE SELECT ONE OR MORE PERSONS TO ADMINISTER SAID SYSTEM: AND SHALL HAVE THE RIGHT TO MAKE BYLAW NOT IN CONFLICT WITH THE TERMS HEREOF.

GENERAL PROVISIONS:

COVENANTS TO RUN WITH THE LAND. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND PERSONS OWNING OR HOLDING INTEREST IN ANY PART OF SAID COLUMBIA VIEW TERRACES, DOUGLAS, COUNTY, WASHINGTON.

PERPETUAL DURATION:

SAID COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATIONS SHALL BE PERPETUAL AND SHALL APPLY TO AND BE FOREVER BINDING UPON THE GRANTEE, HIS HEIRS, EXECUTORS ADMINISTRATORS AND ASSIGNS, AND ARE IMPOSED UPON SAID REALTY AS AN OBLIGATION OR CHARGE AGAINST THE SAME, FOR THE BENEFIT OF THE GRANTORS HEREIN NAMED, THEIR SUCCESSORS AND ASSIGNS, AND AS A GENERAL PLAN FOR THE BENEFIT OF SAID TRACT, PROVIDING HOWEVER, THAT NOTHING HEREIN CONTAINED SHALL PREVENT MODIFICATION AS IS HEREINAFTER PROVIDED FOR.

MODIFICATION:

COVENANTS, AGREEMENTS, RESERVATIONS, RESTRICTIONS, GRANTS AND CHARGES CREATED HEREBY AND ESTABLISHED HEREIN FOR BENEFIT OF SAID PLAT AND EACH LOT THEREIN, MAY BE TERMINATED, MODIFIED, ALTERED OR CHANGE AS TO WHOLE OF SAID PLAT OR ANY PORTION THEREOF WITH THE WRITTEN CONSENT OF 75 PER CENT OF THE LOTS OF SAID PLAT, PROVIDED, HOWEVER, THAT NO TERMINATION, MODIFICATION, ALTERATION OR CHANGE SHALL BE EFFECTIVE UNTIL THE PROPER INSTRUMENT IN WRITING SHALL BE EXECUTED AND RECORDED IN OFFICE OF AUDITOR OF DOUGLAS COUNTY, WASHINGTON, AND PROVIDED FURTHER, THAT NO MODIFICATION, ALTERATION, TERMINATION OR CHANGE SHALL BE MADE UNTIL THE GRANTORS HEREIN HAVE SOLD ALL OF THE SAID LOTS IN SAID TRACT.

ENFORCEMENT:

IF ANY PERSON OR PERSONS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS OR GRANTS HEREIN CONTAINED, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING OR CLAIMING AN INTEREST IN ANY LOT OR LOTS IN SAID PLAT TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS AND RESTRICTIONS OR GRANTS, IN ANY COURT HAVING COMPETENT JURISDICTION SO AS TO PREVENT ANY SUCH VIOLATIONS AND/OR RECOVER DAMAGES FOR ANY VIOLATIONS HEREOF.

SAVING CLAUSE:

INVALIDATION OF ONE OR ANY PART OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR BY COURT ORDER, SHALL IN NO MANNER AFFECT THE OTHER PROVISIONS HEREIN CONTAINED AND THE REMAINING PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

THE END